

REQUEST FOR PROPOSAL (RFP)

Walk in Cooler and Freezer

SCHOOL NUTRITION PROGRAM

NO. 008-2021

Site Visit: 1/4/2021, 10 am

Due: 1/29/2021, 9 am

Install: 6/1/2021-7/14/2021

Baldwin County Schools

School Nutrition Program

Attention: Susan Nelson, Nutrition Director

110 N. ABC St.

Milledgeville, Georgia 31061

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov

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REQUEST FOR PROPOSAL AND CONTRACT INDEX

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I. INTRODUCTION

This document contains a Request for Proposals for providing Walk in Cooler and Freezer units for Baldwin County School Food Authority (SFA)'s participation in the United States Department of Education's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract (Contract) between the offeror and the school food authority.

The Georgia Department of Education (GADOE) is not and will not be a party to any contract between a School Food Authority (SFA) and a vendor. The SFA has full responsibility for ensuring that the terms of the Contract are fulfilled.

II. REQUEST FOR PROPOSALS

A. Legal Notice

Notice is hereby given that Baldwin County School Nutrition hereinafter referred to as the SFA, intends to examine alternatives to its present foo.

All costs involved in submitting a response to this Request for Proposals (RFP) shall be borne in full by the party incurring said cost.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The offeror to this RFP will be referred to as the vendor, and any contract that may arise from this RFP will be between the vendor and the SFA.

B. Request for Proposals

Proposals will be received until 9:00 am on January 29, 2021 for supplying SFA with bids on walk in cooler and walk in freezer at Midway Hills Primary School with installation between June 1, 2021 and July 14, 2021.

Competitive sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of **Baldwin County Schools, 110 N. ABC St. Milledgeville, GA 31061** and shall be marked on the envelope ***Food Service Walk in Proposal, #008-2021*** and also marked on the envelope with the bidder's return address.

In accepting proposals, SFA reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of SFA.

All potential vendors will be required to do an onsite review of Midway Hills Primary kitchen and existing walk in units. Q and A will be available at this time. Meeting will be held at Midway Hills Primary, 375 Blandy Road, Milledgeville, GA 31061 on January 4, 2021 at 10 am.

Offerors must submit a complete response to this RFP, including all certifications, in order to provide a responsive proposal.

In accordance with Federal law and U.S. Department of Education policy, SFAs and vendors are prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

C. Procurement Method

Procurement Method will be the Competitive Sealed Proposals method (commonly known as a Request for Proposals or RFP). The Competitive Sealed Proposals method differs from the traditional sealed bid method in the following ways:

- Competitive sealed proposals allow discussions with competing offerors and adjustments to the initial proposal.
- Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of the Contract.

As provided herein, under state law and, or regulations and SFA's policy, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract's requirements. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with 2 CFR § 200.319.

D. Pre-Proposal Meeting

A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be on January 4, 2021 at 10:00 am. Location: Midway Hills Primary, 375 Blandy Road, Milledgeville, GA 31061. Attendance is required.

E. Proposal Submission and Award

Two copies of Competitive Sealed Proposals are to be submitted to:

Name of Agency: Baldwin County Schools
Mailing Address: 110 N. ABC St.
City: Milledgeville
State/Zip: Georgia 31061

Opening will be at 9:00 am on January 29, 2021. Proposals will not be accepted after the date as indicated above as the proposal due date. All Proposals are to be submitted in a sealed envelope marked Food Service Walk In Proposal, #008-2121

SFA reserves the right to accept any Proposal which it deems most favorable to the interest of SFA and to reject any or all Proposals or any portion of any Proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

To be considered, each offeror must submit a complete response to this solicitation **using the forms provided, along with any other documents submitted as a part of the Proposal and considered responsive to this RFP.** No other documents submitted with the RFP and Contract will affect the Contract provisions, and **there may be no modifications to the RFP and Contract language.** If the offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.

Award will be made only to a qualified and responsible offeror whose Proposal is responsive to this solicitation. A responsible offeror is one who's financial, technical, and other resources indicate an ability to perform the services required. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Education. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein, shall be sufficient cause for the rejection of the Proposal or termination of any subsequent Contract. The qualification data shall be submitted by each offeror along with the sealed Proposal, and shall include the information and format as follows:

- Offeror must be incorporated or licensed to do business in the State of Georgia and must be on or willing to be on the utilized list of vendors with the School Nutrition Division of the Georgia Department of Education (GaDOE).
- Bonding Requirements:

Offeror shall comply with the following minimum bonding requirements, as specified by 2 CFR 200.325. If the value of any contract resulting from this RFP is expected to exceed \$50,000, offeror must provide:

- a. (2) *A performance bond for 100 percent of the contract price.* A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and it cannot secure relief on plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal. **Paying the vendor from School Nutrition Program funds is prohibited until the Contract is signed by the SFA, awarded vendor, and approved by the State Agency (SA). Also, any renewals, amendments or addendums to the contract must receive SA approval before executing these changes. Approved and signed contracts will be sent to the SA and posted in SNO (School Nutrition Online) or the current data entry program used by GaDOE known as EDGE.**

If additional information is requested, please contact Susan Nelson, Nutrition Director at 478-457-3315. Any additional information provided to one offeror will be available to all.

F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

G. Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended, or withdrawn after the specified time for opening proposals.

H. Calculation of Time

Periods of time, stated as a "number of days", shall be calendar days.

I. Firm Offer

By submitting a response to this RFP, and if such response is not withdrawn prior to the time for opening proposals arrives, the offeror understands and agrees that they are making a firm offer to enter into a Contract, which may be accepted by the SFA and which will result in a binding Contract. **Such proposal is irrevocable for a period of ninety (30) days after the time for opening of proposal has passed.**
_____ (Vendor must initial and date here to show agreement)

J. Final Contract

The complete Contract includes all documents included by the SFA in the RFP, and all documents submitted by the Vendor that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section III, Paragraph 5 of the Standard Terms and Conditions

III. STANDARD TERMS AND CONDITIONS

The following definitions shall apply within this document and its attachments:

1. **Accounting Period**: a specific period of time (e.g., each month)
2. **Contract**: this RFP and Contract, the exhibits attached to this RFP and Contract, and Vendors Proposal, as accepted by SFA in its sole discretion.
3. **Vendors Proposal**: Food Service Equipment Company's response to the RFP and Contract.
4. **Program(s) or Child Nutrition Program(s)**: the USDA Child Nutrition Programs in which SFA participates.

5. **Proposal** : Food Service Equipment Company's response to the RFP and Contract.
6. **RFP** : SFA's Request for Proposal and Contract, # 008-2021, and all of its attachments.
7. **Services** : the services and responsibilities of vendors as described in this Contract, including any additional services described in Section O of this Contract.
8. **SFA or School Food Authority** : the school food authority as defined in 7 CFR § 210.2.
9. **SFA's Food Service Location(s)** : the schools or other locations where Program meals are served to SFA's schoolchildren.
10. **GaDOE** : Georgia Department of Education
11. **USDA FNS** : United States Department of Agriculture , Food and Nutrition Service.

B. Scope and Purpose

The purpose of the proposal is to replace the walk in cooler and walk in freezer at Midway Hills Primary School for the use of the school nutrition operation. All aspects of the purchase, installation and any other sub contractor work will be included in said proposal and approved by Baldwin County Schools.

1. The vendor shall be an independent contractor and not an employee of the SFA. The employees of the vendor are not employees of the SFA.
2. Vendor shall comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of GaDOE and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); and 2 CFR Parts 200.38, 74, & 101(b)(1), and the other laws described in the Schedule of Applicable Laws, which is attached to this Contract as Exhibit G and fully incorporated herein by reference.
3. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.
4. Vendor shall comply with all SFA building rules and regulations.
5. Gifts from Vendor: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under federal,

state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. (See SP 09-2015; and 2 CFR Parts 200.112 & 318).

6. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food service, such as money or rebates for school improvements and student scholarship are not allowable.
7. Specifications for walk-in freezer included as Exhibit E.

C. Award Criteria

Proposals will be evaluated by an SFA committee based on the offer and the criteria, categories and assigned weights as stated herein below (to the extent applicable). Committee members must consist of SFA and facilities employees familiar requirements of the school nutrition programs. If a committee member is an agent for, employee of or in any other manner associated with a vendor, that vendor will be precluded from participating in the RFP and subsequent Contract. Each area of the award criteria must be addressed in detail in the Proposal.

Weighted Evaluation Criteria

The review committee will individually score each vendor and a weighted average will be used to score each vendor.

- () points Cost & Financial Proposal 60
- () points Service Capability Plan, sub contractors, response time 10
- () points School system references and familiarity with regulations pertaining to such operations/References 10
- () points Financial Condition/Stability, Business Practices 10
- () points Ability to meet timeline 5
- () points Attendance of Pre Bid Onsite Meeting 5

100 points TOTAL

D. Term and Termination

1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to vendor, then SFA shall have the option to terminate this Contract by giving 30 days written notice to vendor.
2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
3. If either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a Force Majeure Event), or a unprecedented national disaster or pandemic, that party shall be excused from performance for the period of such Force Majeure Event exists.
4. Notwithstanding any other provision of this Contract, SFA shall not be liable to the vendor for any indemnity.

E. Payment Terms

Upon award of RFP to the successful bidder, a Purchase Order shall be issued. Net 30 days upon completion of the project.

F. Certifications

Vendor shall execute and comply with the following Certifications: (i) Debarment certification, which is attached as Exhibit A shall be provided by that the SFA had referenced ;by signing this Agreement that the vendor certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or

agency or by the State of Georgia; and (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit B and fully incorporated herein; (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit C and fully incorporated herein; and (iv) Standard Form-LLL, Exhibit D Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract, Exhibit F Civil Rights Assurance, Exhibit G Code of Conduct;

G. Miscellaneous

1. Emergency Notifications.

A. SFA shall notify vendor of any interruption in utility service of which it has knowledge. Notification will be provided to:

Name (Vendor information):

Title:

Telephone number:

Alternate telephone number:

B. SFA shall notify vendor of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notification will be provided to:

Name (Vendor information):

Title:

Telephone:

Alternate telephone number:

2. Governing Law. This Contract is governed by and shall be construed in accordance with Georgia and federal law.

3. Headings. All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

4. Incorporation/Amendments. This Request for Proposal and Contract, which includes the attached Exhibits A – L and vendor's proposal documents (collectively the Contract Documents), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) SFA's Request for Proposal and Contract and (ii) Vendor proposal

documents. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by GADOE.

5. **Indemnity.** Except as otherwise expressly provided in this contract, vendor shall defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expenses, including reasonable collection expenses, attorneys' fees and court costs that may arise because of the actions of VENDOR, its agents or employees in the performance of its obligations under this contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents. this clause shall survive termination or expiration of this contract.
6. **Nondiscrimination.** Both SFA and vendor agree that no child who participates in the NSLP or CACFP, will be discriminated against on the basis of race, color, national origin, sex, age, or disability.
7. **Notices.** All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):
To SFA:
To Vendor:
Copy to:
If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received. All notices will be time and date stamped when received and kept on file.
8. **Severability.** If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
9. **Silence, absence or omission.** Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of a quality that would normally be specified by SFA are to be used.
10. **Subcontract/Assignment.** No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that vendor may, after notice to SFA, assign this Contract in its entirety to an

affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.

11. Waiver. The failure of vendor or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
12. GaDOE review. This Contract along with any amendments, addendums or renewals is not effective until it is approved, in writing, by GaDOE.

AGREEMENT

Offeror certifies that the vendor shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

Name of SFA

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

ATTEST:

FOOD SERVICE EQUIPMENT
COMPANY:

Name of VENDOR

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

Exhibit A

DEBARRED, SUSPENDED, AND INELIGIBLE STATUS

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes

of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states "Non-federal entities are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." The Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

By signing this agreement, the Contractor is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that,

no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.”

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

Exhibit B

ANTI-COLLUSION AFFIDAVIT

STATE OF)

COUNTY OF _____)

_____, of lawful age, being first sworn on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Signed

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public (or Clerk or Judge)

My commission expires

Exhibit C

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **(School) SFA** in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of **(School) SFA** in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Exhibit D

PROCUREMENT

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure.)

Approved by OMB

0348-0046

| | | |
|---|---|---|
| <p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p> | <p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Sub-awardee</p> <p>Tier _____, <i>if known:</i></p> <p>Congressional SFA, <i>if known:</i></p> | <p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:</p> <p>Congressional SFA, <i>if known:</i></p> | |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i></p> <p>_____</p> | |
| <p>8. Federal Action Number, <i>if known:</i></p> | <p>9. Award Amount, <i>if known:</i></p> <p>\$</p> | |

Exhibit D (Continued)

| | |
|---|--|
| <p>10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i></p> <p>(Attach continuation sheet(s) if necessary)</p> | <p>b. Individuals Performing Services <i>(Incl. Address if different from No. 10a) (last name, first name, MI):</i></p> |
| <p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____</p> <p>Actual _____ Planned _____</p> | <p>13. Type of Payment <i>(check all that apply):</i></p> <p>_____ a. retainer</p> <p>_____ b. one-time fee</p> <p>_____ c. commission</p> <p>_____ d. contingent fee</p> <p>_____ e. deferred</p> <p>_____ f. other; specify: _____</p> |
| <p>12. Form of Payment <i>(check all that apply):</i></p> <p>_____ a. cash</p> <p>_____ b. in-kind; specify: nature _____</p> <p>value _____</p> | |
| <p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p>(Attach continuation sheet(s) if necessary)</p> | |
| <p>15. Continuation Sheet(s) attached: _____ Yes _____ No</p> | |

Exhibit E

Specifications

Amerikooler or approved equal

Two Compartment Walk-in: Combo .

Actual Overall Dimension: 18'-9 3/4" x 24'-8" x 8'-2 1/4" (Rectangular)

Compartment 1 - Indoor Freezer, with Floor

Interior Dim: 18'-1 3/4" x 13'-0" x 7'-6 1/4" (w x l x h)

-10°F Operation

Insulation:

4" thick AK-XPS4 Ultra extruded foam with R-values of R-29 for coolers and R-32.4 for freezers with a 50 Year Thermal Warranty. UL Classified Core Flame Spread 15, Smoke Rating less than 165.

15 Year Panel Warranty and 1 Year Parts Warranty

Finishes:

Interior walls: 26 Ga. Stucco Embossed Acrylume

Exterior walls: 26 Ga. Stucco Embossed Acrylume

Interior ceiling: 26 Ga. Stucco Embossed Acrylume

Exterior ceiling: 26 Ga. Stucco Embossed Acrylume

Floor:

Floor to be .050 Smooth Aluminum Integral

**Reinforced with Diamond tread plate overlay .090" overlay, field
installed on top of finished floor overlapping floor panel joints**

Door:

(1) Standard 36" x 76" Left hinged flush door with brushed hardware.

Interior & Exterior finish: 26 Ga. Stucco Embossed Acrylume. 35.125"

**kick plates to the interior and exterior of the door. Energy saving temperature
regulating thermostat heater wire and heated relief vent. Heavy duty
deadbolt handle latch. Digital LED Thermometer with pilot light
switch. 1807 11w, Vapor Proof, 120V. LED fixture. 82 Lumens /watt**

Angled face . Requires 115vac. 2.2 amps.

With third hinge

Accessories:

**(4) 48" LED LIGHT STRIP FIXTURE 96 LUMENS /WATT 120VAC, 0.33
AMPS - TEMP RANGE: -30°F-104°F, SHIP LOOSE RECOMMENDED ONE
FIXTURE EVERY 144 SQ. FT. AT 12' HIGH**

(1) Wall(s) with 3' wainscoting treadplate to exterior

**(24) CEILING PANEL SUPPORT HANGER 4" ALUMINUM CHANNEL IN
10' SECTIONS WITH (4) 3/8" X 8" BOLTS (PER LINEAR FT)**

**(24) METAL TRIM CAP FOR CEILING SUPPORT HANGER 4" ALUMINUM
CHANNEL (10' SECTIONS) ACRYLUME, AND TEK SCREWS (PER LINEAR FT)**

Compartment 2 - Indoor Cooler, with Floor

Interior Dim: 18'-1 3/4" x 10'-8" x 7'-6 1/4" (w x l x h)

35°F Operating temperature

Insulation:

4" thick AK-XPS4 extruded foam with R-values of R-29 for coolers and R-32 for freezers with a 50 Year Thermal Warranty. UL Classified Core Flame Spread 15, Smoke Rating less than 165.

15 Year Panel Warranty and 1 Year Parts Warranty

Finishes:

Interior walls: 26 Ga. Stucco Embossed Acrylume

Exterior walls: 26 Ga. Stucco Embossed Acrylume

Interior ceiling: 26 Ga. Stucco Embossed Acrylume

Exterior ceiling: 26 Ga. Stucco Embossed Acrylume

Floor:

NSF Floor panel rated for 1100 LBS/ SQ. FT.

.050 Smooth Aluminum Integral

Reinforced with Diamond tread plate overlay .090" overlay, field installed on top of finished floor overlapping floor panel joints

Door:

(1) Standard 36" x 76" Left hinged flush door with brushed hardware.

Interior & Exterior finish: 26 Ga. Stucco Embossed Acrylume. 35.125"

kick plates to the interior and exterior of the door. Heavy duty deadbolt handle latch. Digital LED Thermometer with pilot light switch. 1807

11w, Vapor Proof, 120V. LED fixture. 82 Lumens /watt Angled face .

Requires 115vac. 1 amps.

With third hinge

Accessories:

**(3) 48" LED LIGHT STRIP FIXTURE 96 LUMENS /WATT 120VAC, 0.33
AMPS - TEMP RANGE: -30°F-104°F, SHIP LOOSE RECOMMENDED ONE
FIXTURE EVERY 144 SQ. FT. AT 12' HIGH**

(1) Wall(s) with 3' wainscoting treadplate to exterior

Refrigeration Equipment:

Freezer:

**(1) 4 HP Bohn DOE Compliant Outdoor Condensing
Unit, Model BCH0045LBACZA0300, 208-230/1/60,
MCA 33.5 Amps, Low Temperature, Scroll, Air-cooled,
R-404A, This refrigeration system is designed and
certified for use in walk-in freezer applications -
AWEF3.15, 1 (15470 Btu/hr @ -10°F room
temperature and 95°F ambient)**

**(1) Bohn DOE Compliant BEL0205BS6EEAB0400, Low
Profile Electric Defrost, 2 Fan Amps with Fixed Speed
EC motor**

Cooler:

(1) 1 HP Bohn DOE Compliant Outdoor Condensing Unit, Model BCH0010MBACZA0200, 208-230/1/60, MCA 15 Amps, BTUH 12200, Medium Temperature, Scroll, Air-cooled, R-404A, This refrigeration system is designed and certified for use in walk-in cooler applications -

(1) Bohn DOE Compliant BEL0155AS6AMAB0400, Low Profile Air Defrost, 2.7 Fan Amps with 2 Speed EC motor

All walk-ins, refrigeration equipment and its components must be installed by either a licensed equipment installer or a certified and licensed mechanical contractor. Warranty will be voided if these terms are not met.

Limited Warranties:

The Manufacturer must provide a 15 years warranty for walls and ceilings, 5 years for floors and doors, which does not cover any labor cost of product repair and replacement. Refrigeration is covered per OEM's warranty terms and conditions.

All Walk-in Coolers, Freezers and Refrigeration Equipment must be installed by a certified and licensed mechanical contractor and with walk-in panels installation experience.

Successful Dealer:

Refrigeration system to be installed by a factory authorized service company.

Confirm the submittal drawings have accurate dimensions and utilities.

Remove and dispose of the existing walk in cooler/freezer and refrigeration.

Clean and prep site for new walk-in.

Trim to match exterior finish of the walk-in panels.

Deliver new walk-in panels and refrigeration. Install new panels, condensing unit, and evaporator coils. Drains run properly, provide and charge refrigeration lines, make final electrical connections, and start up refrigeration.

Baldwin County Board of Education:

Is responsible for repairing any drywall and soffits that may be damaged during replacement of walkin.

Responsible for cost associated with providing a level concrete pad for the walk-In Cooler Freezer and condensing units

Electrical circuit for the condensing units, lights and evaporators to be with-in three feet of equipment.

Exhibit F - Civil Rights Assurance

The entire Civil Rights Assurance Statement must be included on all contracts, agreements, solicitations. Modify the assurance to specify your school district. The full assurance statement is as follows:

The **SCHOOL DISTRICT** hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient,

or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the **SCHOOL DISTRICT** agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the **SCHOOL DISTRICT**, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the **SCHOOL DISTRICT**.

Signature(s)

Date

Printed Name: _____

Title: _____

Exhibit G- Code of Conduct

School System: Baldwin County Schools

SY: 2021

A Code of Conduct is required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements 2 CFR Part 200.318(c)(1), State Procurement Code and Regulations, and SAMPLE County/City School District Department of Purchasing.

The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Nutrition Program Funds:

- a. No employee, office or agent of the Baldwin County School Nutrition Program shall participate in the selection or award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
- b. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - 1. The employee, officer or agent
 - 2. Any member of his/her immediate family
 - 3. His/her partner
 - 4. An organization which employs or is about to employ one of the above.
- c. The Baldwin County School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of substantial or monetary value from contractors, potential contractors, or parties to sub agreements. However, the SFA may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
- d. The purchase during the school day of any food or service from a contractor for individual use is prohibited.
- e. The removal of any food, supplies, equipment, or school property, such as records, recipe books and the like are prohibited.

f. The outside sale of such items as used oil, empty cans and the like will be sold by contract between the Baldwin County School Nutrition Program and an outside agency. However, the profit obtained from such sales will accrue back to the nonprofit school food service account.

g. An individual sale by any school personnel to an outside agency or other school person is prohibited.

h. Failure of any employee/vendor to abide by the above stated code will result in appropriate disciplinary actions such as reprimand, fines, suspension, or termination as outlined in the district policy on violations on such standards. Interpretation of the code will be given at any time by contacting the School Nutrition Program Director at (478) 457-3315.

i. The Baldwin County School Nutrition Program will not be responsible for any other explanation or interpretation, which anyone presumes to make on behalf of the Board of Education.

I, or we the undersigned, have read and discussed this code, and fully agree to abide by the guidelines set forth in this code of conduct.

District: Baldwin County Schools

Signed: _____ Date: _____

This institution is an equal opportunity provider.

2020/2021

Exhibit H

BUY AMERICAN CLAUSE

Buy American provision requirements. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

Baldwin County School Nutrition requires that all commercial food products & agriculture products served in the school meal programs will be American. Domestic products as an agricultural commodity are “substantially” produced in the U.S. and a food product that is “substantially” processed in the U.S. “Substantially” meaning products processed by a winning vendor must contain over 51% of the product’s food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S. Implementing the Buy American provision.

Baldwin County Schools Nutrition will maximize the use of USDA Foods, which comply with Buy American requirements. Limited exception to the Buy American Provision allows for the purchase of foods not meeting the “domestic “standard.

These exceptions, as determined by the SFA, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic products.